

**U.S. BANKRUPTCY COURT FOR THE  
SOUTHERN DISTRICT OF IOWA**

In re:

BRIAN W. PEPPER  
RENEE L. PEPPER

Debtor(s).

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Case No. 13-00412-lmj13

FIRST MOTION TO MODIFY CHAPTER 13 PLAN OF  
REORGANIZATION, POST-CONFIRMATION

COMES NOW Brian and Renee Pepper, the Debtors herein, by and through undersigned counsel, and hereby move to modify their First Modified Chapter 13 Plan of Reorganization, Preconfirmation, that was filed on May 14, 2013, and confirmed on June 11, 2013. In support of this Motion to Modify, the Debtors, through counsel, state as follows:

1. The Debtors have recently had to purchase a new vehicle which was approved by the Court on November 3, 2015.
2. As a result of this purchase, the Debtors have an additional payment of \$360 per month that will be paid outside the Plan starting in December, 2015, thus reducing their disposable income, as shown by attached Exhibit A.
3. The Debtors would therefore move that the provisions of their Plan be modified as follows:

1. PAYMENTS AND OBLIGATIONS OF DEBTORS

A. Payments to the Trustee: The Debtors propose a 60 month Plan term, with payments as follow:

- a. The Debtors will submit payments of \$781.00 per month to the Trustee for the first 3 months of the Plan, with the first such payment due on March 21, 2013, and each subsequent payment being made on or before the 21<sup>st</sup> day of the following 2 months of the Plan.
- b. For the next 30 months of the Plan, the Debtors will submit payments of \$1,200.00 per month to the Trustee, with the first such payment due on June 21, 2013, and each subsequent payment being made on or before the 21<sup>st</sup> day of the following 29 months of the Plan.
- c. For the remaining 27 months of the Plan, the Debtors will pay to the Chapter 13 Trustee the sum of \$840 per month, with the first such payment due on or before December 21, 2015, and each subsequent payment made on or before the 21<sup>st</sup> day of each of the following 26 months of the Plan, or until such time as all claims are paid in full.

C. Direct Payments to Creditors Outside of Plan:

- a. Debtor(s) will make regular monthly payments to Wells Fargo Home Mortgage for their ongoing first mortgage obligation in the amount of approximately \$1,354.47.
- b. Debtors will make semi-monthly payments of \$180 to Members1st Community Credit Union for the purchase of a 2009 Ford Flex.

5. **TIMELY FILED UNSECURED CLAIMS.** The Chapter 13 Trustee shall pay general nonpriority unsecured creditors that timely file claims approximately 25 cents on the dollar, which shall be paid prorata, provided that where the amount or balance of any unsecured claim is less than \$10.00, it may be paid in full.

NOTE: THE ACTUAL DIVIDEND THAT THE CHAPTER 13 TRUSTEE PAYS MAY VARY DEPENDING ON THE ALLOWANCE OF SECURED AND PRIORITY CLAIMS, AS WELL AS THE TOTAL SUM OF UNSECURED CLAIMS FILED.

NOTE: NO INTEREST ACCRUING AFTER THE DATE DEBTORS FILED THEIR PETITION FOR RELIEF IN THE ABOVE-CAPTIONED MATTER SHALL BE ALLOWED ON CLAIMS OF UNSECURED CREDITORS. UNMATURED INTEREST SHALL BE SUBTRACTED IN DETERMINING THE ALLOWED AMOUNT OF ANY SUCH CLAIM PURSUANT TO 11 U.S.C. SECTION 502(B)(2).

4. All other terms of the confirmed Plan would remain the same.

WHEREFORE the Debtors pray that the Court grant them the relief requested in this Motion and for such other and further relief as the court deems just and proper.

Dated this 10th day of November, 2015.

/s/ James W. Thornton  
James W. Thornton, AT0007979, IS9998688  
Attorney for Debtors  
Thornton & Coy, PLLC  
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Ankeny, IA 50023  
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**MEMBERS1ST COMMUNITY CREDIT UNION**910 S 12TH AVE  
MARSHALLTOWN, IA 50158  
(641)752-1582**CONSUMER LENDING PLAN  
ADVANCE RECEIPT AND  
TRUTH-IN-LENDING STATEMENT**

Ames - Boone - Traer - Iowa Falls - Eldora - Marshalltown

BORROWER 1 NAME <b>BRIAN W. PEPPER</b>	ACCOUNT NUMBER <b>XXXXXXXXXX</b>
BORROWER 2 NAME	DATE <b>11/09/2015</b>

Thank you for taking a loan advance under your lending plan. This Advance Receipt and Truth-in-Lending Statement provides important information regarding the terms of this loan. This advance is governed by the terms of your Consumer Lending Plan, Open-end Credit Plan, or similar credit contract ("Plan").

IF YOU BELIEVE THAT ANY OF THIS INFORMATION IS INACCURATE, PLEASE CONTACT US IMMEDIATELY. By accepting the proceeds of this loan, you are agreeing to the terms stated below.

<b>ANNUAL PERCENTAGE RATE:</b> The cost of your credit as a yearly rate. <b>4.240 %*</b>	<b>FINANCE CHARGE:</b> The dollar amount the credit will cost you. <b>\$ 2,184.37 e</b>	<b>Amount Financed:</b> The amount of credit provided to you or on your behalf. <b>\$ 19,335.35</b>	<b>Total of Payments:</b> The amount you will have paid after you have made all payments as scheduled. <b>\$ 21,519.72 e</b>
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☐ \*Variable Rate: If checked, the Annual Percentage Rate disclosed above may increase or decrease during the term of this transaction if the Prime Rate increase or decreases. The Annual Percentage Rate will be equal to the Prime Rate plus a margin of \_\_\_\_%. The rate can change quarterly on the first day of January, April, July, and October to reflect any change in the index. The "Prime Rate" is the highest prime rate published in the Money Rates column of The Wall Street Journal on the 22nd of the month prior to the above rate change dates if the 22nd is a business day. If the 22nd of December, March, June, or September is not a business day then the next business day following the 22nd will be used to determine the "Prime Rate". The Annual Percentage Rate will never be more than 18% or the maximum rate allowed by law. Any increase will take the form of more payments of the same amount. Example: If your loan was \$10,000 at 6.00% for 120 months and the rate increased to 6.25% after 3 years, you would have to make 2 additional payments.

Your payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
<b>119</b>	<b>\$ 180.00</b>	<b>12/15/2015 SEMI-MONTHLY ( THEREAFTER</b>
<b>1</b>	<b>\$ 99.72</b>	<b>11/30/2020</b>

Security: You are giving a security interest in your shares and deposits in the credit union, as well as the collateral described below. Collateral for other loans with us will also secure this loan, except for your home and household goods.

Filing Fee:  
\$

Late Charges: If a payment is received more than 9 days after the due date, you will be charged 5.00 % of the payment due with a maximum of \$ 15.00.

Required Deposit Balance: The Annual Percentage Rate does not take into account your required deposit balance.

Property Insurance: You may obtain property insurance from anyone you want that is acceptable to us. If you do not obtain property insurance we will obtain it at your cost. If insurance is provided through the credit union: Total Cost \$ Terms

Prepayment: If you pay off early, you will not have to pay a penalty.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

\*e" means estimate.

ITEMIZATION OF AMOUNT FINANCED OF	\$ 19,335.35	Amount Paid to Others on Your Behalf (Describe)			
AMOUNT GIVEN TO YOU DIRECTLY	\$ 19,335.35	GAP To: (a portion will be retained by us)			
AMOUNT PAID ON YOUR ACCOUNT	\$ N/A				
PREPAID FINANCE CHARGE	\$ N/A		\$	\$	\$

**SECURITY INFORMATION**

MOTOR VEHICLES:	YEAR 09	MAKE FORD	MODEL FLEX	SERIAL NUMBER or VIN 2FMDK52C49BA22302	VALUE \$ 17,998.00
SHARES PLEDGED:	ACCOUNT NUMBER		AMOUNT \$	ACCOUNT NUMBER	AMOUNT \$
OTHER COLLATERAL:					

Credit Insurance: Thank you for purchasing optional credit insurance on your Consumer Lending Plan. The Total Estimated Premium for this loan is \$ N/A, and is included in the payment schedule disclosed above. We will retain a portion of this amount. Yes I confirm that I want optional credit insurance on this advance.

Borrower Initial \_\_\_\_\_ Co-Borrower Initial (if joint coverage) \_\_\_\_\_

Security Interest. When you signed your Plan, you granted a security interest in the above-described collateral, and your endorsement of the proceeds check and/or your acceptance of the goods purchased and funds advanced now confirm your intent to grant that security interest. The Security Agreement that you entered into when you opened your Plan shall govern the above-described collateral and security interest.

Returned Payment Fee: We will charge you \$ N/A if your payment is returned unpaid for any reason.

Exhibit A

**CERTIFICATE OF SERVICE**

The undersigned certifies that the attached document was electronically served upon the following parties:

- Patti H Bass ecf@bass-associates.com
- C Anthony Crnic crnic@klatt-law.com, bsayer@klatt-law.com;bankruptcy@klatt-law.com
- Elizabeth E Goodman chapter13@qwestoffice.net
- Jennifer A Pursley ecf@bass-associates.com
- James W Thornton jim@tchlawn.net, kandace@tchlawn.net;alyson@tchlawn.net
- United States Trustee USTPRegion12.DM.ECF@usdoj.gov
- Albert C Warford chapter13@qwestoffice.net, awarford13@ecf.epiqsystems.com

The undersigned certifies that the attached document was mailed by first class mail to the following parties:

PRA Receivables Management, LLC  
POB 41067  
NORFOLK, VA 23541

Project N  
4161 Piedmont Parkway  
NC4 105 03 14  
GREENSBORO, NC 27410

Wells Fargo Home Mortgage  
MAC X7801-014  
3476 Stateview Blvd.  
Fort Mill, SC 29715

Signed this 10th day of November, 2015.

/s/ James W. Thornton